

**Massachusetts System for Advance Registration (MSAR)
MSAR Program
Terms and Conditions**

- Participation in the Massachusetts System for Advance Registration (MSAR) Program (the “MSAR Program”) and use of the MSAR Website and related services are provided subject to your compliance with the terms and conditions set forth below.
- Please read the “*Massachusetts System for Advance Registration (MSAR) Program Policy*” for further information about the MSAR Program.
- Please read also the following information carefully. If you do not agree to be bound by the terms and conditions, please withdraw as an applicant or participant (and, if you are reading this online, promptly exit this application)

This AGREEMENT is entered into by and between the Commonwealth of Massachusetts, Department of Public Health (“MDPH”) and you, as an applicant to the MSAR Program. You are voluntarily providing information to qualify as a MSAR Volunteer. This information will be used to register, pre-credential, and contact you as a volunteer in the event of a Public Health Emergency requiring your assistance.

1. **Applicability:** This Agreement states certain terms that apply to your access to the MSAR Website and participation as a MSAR Volunteer. You agree to comply with, and be bound by, this Agreement, and to use the MSAR website and your status as a MSAR Volunteer only for the purposes for which it is intended. Should MDPH revise these Terms and Conditions, notice shall be provided to you via Email or another form of notification, and any such changes made shall always be reflected in this notice posted on the MSAR Website. Your continued use of the MSAR site after the Terms and Conditions are changed indicates your acceptance of those new Terms and Conditions.
2. **Privacy and Confidentiality of Personal Data:** MDPH and the organizations and individuals that use the MSAR system are required by law to protect the privacy and security of the identifiable personal information in the MSAR system (“Personal Information”). The information contained in the MSAR system is not a public record and is subject to the Massachusetts Fair Information Practices Act (M.G.L. c. 66A). MDPH reserves the right to exercise complete control over the access, use, disclosure, and disposition of the Personal Information. None of the forgoing shall be construed to waive any rights or remedies that either MDPH or you may possess in the event of unauthorized access to, use of, or disclosure of your Personal Information.
3. **Accuracy of Registration Information:** MDPH requires you to provide certain information either directly or (if applicable) to Participating Organization’s MSAR Database Contact when registering with MSAR , including but not limited to name, e-mail address, gender, date of birth, social security number, Drivers License information, proof of education, and the following information if applicable: proof of health care professional licensure, DEA license verification, Licensing Board Certification, National Practitioner Databank Status, Inspector General Status, Active clinical practice status, Active clinical privileges, and any other credentialing information (“Registration Information”). You are also asked to attest

to certain facts, including but not limited to criminal and professional discipline history and history of substance abuse. You agree to provide accurate and complete Registration Information, and to keep such information current by amending such information through the MSAR Website or if applicable notification to your Participating Organization's MSAR Database Contact as soon as reasonably possible after you become aware of any change. You understand that there may be penalties associated with knowingly providing false or misleading information.

4. CORI Check. By agreeing to these terms and conditions, you consent to an inquiry by MDPH to the Massachusetts Criminal History Systems Board or other databases maintained by a state, federal or accredited agency to ascertain whether there is Criminal Offender Record Information ("CORI") about you. If the inquiry results in identifying CORI about you, you agree that the MDPH will determine your fitness to register as an MSAR Volunteer.
5. Liability Insurance and Workers' Compensation Coverage: You understand that participation in the MSAR Program does not confer malpractice liability insurance or Workers' Compensation coverage on you. You should consult with your employer or insurance carrier to determine whether you will have any coverage when you are volunteering in response to an MSAR activation. Up to date information on any malpractice liability coverage, including any state indemnification provisions, and information about any state Workers' Compensation coverage, will be provided to you at the time of an MSAR activation.
6. Unauthorized Access: Your Responsibilities: If you are assigned an ID and password from MDPH to access the MSAR Website, such ID and password is non-transferable, and may not be shared with any other person. You agree to safeguard your assigned ID and password and to notify MDPH at msar.dph@state.ma.us or calling 617-624- 5009 as soon as possible when learning about or suspecting any unauthorized use of your ID or password.
7. Employment: You agree to notify your Participating Organization of your interest in responding to a request for MSAR Volunteers. You further recognize that your employment commitments may result in your being unable to respond to an MSAR request for MSAR Volunteers. You understand that by registering as an MSAR Volunteer, you have NO employment protection or rights through the MSAR Program.
8. Medical Reserve Corps and other Volunteer Medical or Disaster Relief Organizations. It is important that locally based resources, including volunteer personnel, be available if needed. Therefore, if you are also a member of a Medical Reserve Corps (MRC) or other volunteer medical or disaster relief organizations, you agree to notify the MRC or other volunteer medical or disaster relief organizations to which you belong that you have registered as an MSAR Volunteer with MDPH. You recognize that your participation in local emergency response activities may result in your being unable to volunteer for requested MSAR activation.

MSAR Terms and Conditions

9. Rights of Refusal. You retain the right to refuse to serve as an MSAR Volunteer under any circumstance and for any reason.
10. No Waiver of Compliance. Failure of you or MDPH to insist upon compliance with any of these Terms and Conditions at any time shall not waive compliance with such Terms and Conditions at any other time. No waiver by you or MDPH of any default or breach by the other shall constitute a waiver of any subsequent default or breach.
11. Governing Law: Any actions arising out of your access to the MSAR Website or activities as a MSAR Volunteer shall be governed by the laws of Massachusetts and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.
12. Questions about MSAR: All questions related to the Terms and Conditions or the MSAR Program should be made by either e-mailing msar.dph@state.ma.us or calling 617-624-5009
13. Authorization and Release: I hereby authorize MDPH or its agent to consult with any representative(s) of the medical/professional or administrative staff of any health care organizations with which I have or have had employment, practice, association or privileges, and any other organizations (including without limitation state licensing boards and the National Practitioner Data Bank) or individuals who have information bearing on my credentials, competence, professional performance, clinical skills, judgment, character, and ethical qualifications, and to inspect such records which shall be material to the evaluation of my professional qualifications and competence to carry out the duties of an MSAR Volunteer, as well as to my moral and ethical qualifications.

I hereby authorize any health care organizations with which I have or have had employment, practice, association or privileges, and any other organizations (including without limitation state licensing boards and the National Practitioner Data Bank) or individuals who have information bearing on my credentials, competence, professional performance, clinical skills, judgment, character, and ethical qualifications to provide and/or release information (both written and oral) to representatives of the MDPH MSAR Program bearing on my credentials, competence, professional performance, clinical skills, judgment, character, and ethical qualifications. Such information includes but is not limited to information regarding any and all malpractice actions, pending or final disciplinary actions, alterations in privileges, and any information with respect to whether I am able to perform the essential functions of an MSAR Volunteer with or without a reasonable accommodation, according to accepted standards of professional practice and without posing a direct threat to patients or staff (including without limitation information regarding any impairment due to the use of drugs or alcohol).

I authorize and request my medical malpractice liability insurance carrier to release information to MDPH regarding any claims or actions for damages pending or closed, whether or not there has been a final disposition.

I agree to notify the MSAR Program as soon as I become aware that any health care organization, hospital or any licensing, certifying or regulatory authority has taken disciplinary

MSAR Terms and Conditions

action of any kind against me, or there is a material change to any of the information I submitted to MDPH either directly or through my employer or any other entity as part of the MSAR application purpose.

I hereby release from liability any and all individuals and organizations that, in good faith and without malice, provide information to MDPH for the purpose of evaluating this application. I also hereby release from liability MDPH, their respective medical/professional staffs and their respective agents and representatives for their acts performed in good faith and without malice in connection with the evaluation of my professional skills, competence, character, credentials and qualifications and the exchange of information with respect to my professional skills, competence, character, credentials and qualifications.

I agree that a photocopy of this Authorization and Release will be as valid as the original, and that this Authorization and Release will remain valid as to MDPH unless revoked by me in writing, or unless I am notified in writing by MDPH of any changes of said Authorization and Release.

Signature _____ Date _____